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4 BILL NO. S-74-09-01

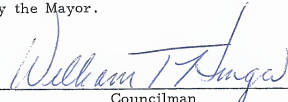
5 SPECIAL ORDINANCE NO. S- 152-74

6 AN ORDINANCE approving a bid document
7 for the installation and construction of
8 fountains at Reservoir Park

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. A certain bid document Ref. No. 602 dated August 14,
12 1974, between the City of Fort Wayne, by and through its Mayor and the Board
13 of Park Commissioners and INDUSTRIAL PIPING AND ENGINEERING CORP., for
14 Installation and Construction of Two (2)
15 Recirculating Fountains at Reservoir Park \$54,000.00
16 as more specifically set forth in said bid document Ref. No. 602 and Purchase
17 Order No. 3-27520, which are on file in the office of the Department of Pur-
18 chasing, and are by reference incorporated herein and made a part hereof,
19 are hereby in all things ratified, confirmed and approved.
20

21 SECTION 2. This Ordinance shall be in full force and effect from
22 and after its passage and approval by the Mayor.

23
24 
25 Councilman

26
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33
34 APPROVED AS TO FORM
35 AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 9-10-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>X</u>	<u>X</u>	_____	_____	_____
HINGA	<u>X</u>	_____	_____	_____	_____
KRAUS	<u>X</u>	_____	_____	_____	_____
MOSES	<u>X</u>	_____	_____	_____	_____
NUCKOLS	<u>X</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>X</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>X</u>	_____	_____	_____	_____
STIER	<u>X</u>	_____	_____	_____	_____
TALARICO	<u>X</u>	_____	_____	_____	_____

DATE: 9-24-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. A-152-74 on the 24th day of September, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of September, 1974, at the hour of 10:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 25th day of September, 1974, at the hour of 11:30 o'clock A. M., E.S.T.

Jack A. Lusk
MAYOR

Bill No. S-74-09-01

REPORT OF THE COMMITTEE ON FINANCE

Re, your Committee on Finance to whom was referred an Ordinance
approving a bid document for the installation and construction of
fountains at Reservoir Park

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga

John Nuckols

James S. Stier

Winfield C. Moses Jr.

DATE 7-24-74 CONCURSED IN
CHARLES W. V. V.

Memorandum

To Dennis Noak

Date August 30, 1974

From A. T. Demetroff, Director of Purchases

Subject Bid Reference #602 - Recirculating Fountains

COPIES TO:

Board of Park Commissioners
8th Floor - City County Building
One Main Street - Fort Wayne, Indiana

Attached are copies of the successful bidder and tabulation sheet.

Industrial Piping and Engineering, Inc. Purchase Order 3-27520

Installation and Construction of Two (2) Recirculating Fountains
at Reservoir Park. \$54,000.00

REGISTRATION OF BIDS

Bid Ref. No. 602

Date August 14, 1974

Product Recirculating Fountains

From _____ To _____

100% - OK
Schmidt Electric, Inc.
5810 Illinois Road
Fort Wayne, Indiana

78,668.⁰⁰

N30

100% - OK
Shambaugh & Son, Inc.
137 Chambeau Road
Fort Wayne, Indiana

55,710.⁰⁰

N30

100% - OK
Hattersley & Sons
3939 Mobile Avenue
Fort Wayne, Indiana

55,144.⁰⁰

CITY TO FURNISH
SUCTION LINES - SEE
BID

N30

100% - OK
Industrial Pipe & Engineering
1340 Grant Avenue
Fort Wayne, Indiana

54,000.⁰⁰

45 Days Max
Material
N30

Moellering Construction Co.
3400 Engle Road
Fort Wayne, Indiana

Henry Electric Company
3539 North Wells
Fort Wayne, Indiana

R & A Plumbing, Inc.
1411 East Wallace Street
Fort Wayne, Indiana 46803

Pearson, Inc.
1115 Roy Street
Fort Wayne, Indiana

Handwritten signature/initials

DEPARTMENT OF PURCHASES
Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, c/o, to Attn of A.T. Demetroff - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
 or Division 8th Floor - City County Building
One Main Street - Fort Wayne, Indiana

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Wednesday, August 14, 1974 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24601. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		As Per Specifications and Blue Prints attached.		
		The Installation and Construction of Two Recirculating Fountains at Reservoir Park.		\$54,000.00
		Completion Time: 45 days after receipt of material, weather permitting.		

id Bond required ☐ YES ☒ 5% of Bid Performance Bond ☐ YES ☒ In Full Amount
 See Instruction Item No. 16 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and as the City may not require each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a condition factor in the award of an order, it is important that bidders furnish the information requested above.

(See Item 1)

INDUSTRIAL PIPING AND ENGINEERING CORP.

Robert Perkins Vice-President

Address 1340 Grant Ave., PO Box 509

City Fort Wayne, Ind. Phone 821-1474

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnity and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2313-1961 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any omissions or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

INDUSTRIAL PIPING & ENGINEERING CORP.

Gilbert Gerbers
 Bidder or Agent

Gilbert Gerbers, Vice President
 For _____
 Firm or Corporation

Subscribed and sworn to before me this 14th day of August, 19 74

My Commission Expires

2-13-78



Kenneth P. Vander

REQUEST FOR PUBLICATION

News	
Sentinel	X
Journal	
Gazette	X
Other	

DATE July 30, 1974

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Park Commissioners
8th Floor - City County Building
Address One Main Street - Fort Wayne, Indiana

Department of Purchases
City of Fort Wayne

By _____

BIDS WANTED - REFERENCE NO. 602

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until August 14, 1974 - 10:00 A.M.

_____ for the following items:

The Installation and Construction of Two Recirculating Fountains
at Reservoir Park.

See Sheet 4A - Attached

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
_____ must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN	REPEAT 2nd RUN	Type of Advertising Required
August 2, 1974	August 9, 1974	LEGAL NOTICE X

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five percent (5%) of the
MAXIMUM PRICE BID Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

INDUSTRIAL PLUMB & ENGINEERING CORP.

Name of Bidder—Print or Type

By Robert S. Schar
Signature of Person Authorized to Sign

Title Vice President

1340 Grant Avenue
Street Name and Number

Fort Wayne, IN 46803
City, State and Zip Code

Date August 11, 1974

ST. PAUL FIRE and MARINE INSURANCE COMPANY
Name of Company—Print or Type

Incorporated MINNESOTA
In the State of:

Address 400 WASHINGTON ST. ST. PAUL, MINNESOTA

By Robert S. Schar
Sign on this Line

Date August 12, 1974

Witnessed by: James R. Rie, Inc.
Arthur J. Rie SURETY
Authorized Agents

CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company See Certification.

FIDELITY AND SURETY
DEPARTMENTST. PAUL
FIRE and MARINE
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this

instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th
day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President.

On this 14th day of February 1974, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12 day of August 19 74

Secretary.

DIGEST SHEETS-74-09-01.

TITLE OF ORDINANCE _____

DEPARTMENT REQUESTING ORDINANCE Park Department

SYNOPSIS OF ORDINANCE An ordinance approving certain bid documents
with Industrial Piping and Engineering Corp., for the installation
and construction of two (2) recirculating fountains at Reservoir
Park for the Park Department.

This bid was the lowest and best of those received.

EFFECT OF PASSAGE Provides further restoration and beautification
of Reservoir Park and the continuation of Open Space Project OSC- 1008.

EFFECT OF NON-PASSAGE Unable to proceed with this portion of the
Reservoir Park Open Space Project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$54,000.00ASSIGNED TO COMMITTEE (J.N.) Finance